

**IN THE UNITED STATES DISTRICT COURT
FOR THE EASTERN DISTRICT OF TEXAS
TYLER DIVISION**

<hr/>		§	
UNILOC USA, INC., and		§	
UNILOC LUXEMBOURG, S.A.,		§	Civil Action No. 6:15-cv-1004
		§	
Plaintiffs,		§	
		§	PATENT CASE
v.		§	
		§	
CODE 42 SOFTWARE, INC.,		§	
		§	JURY TRIAL DEMANDED
Defendant.		§	
<hr/>		§	

ORIGINAL COMPLAINT FOR PATENT INFRINGEMENT

Plaintiffs, Uniloc USA, Inc., and Uniloc Luxembourg, S.A. (together “Uniloc”), as and for their complaint against defendant, Code 42 Software, Inc. (“Code 42”), allege as follows:

THE PARTIES

1. Uniloc USA, Inc. (“Uniloc USA”) is a Texas corporation having a principal place of business at Legacy Town Center I, Suite 380, 7160 Dallas Parkway, Plano Texas 75024.

Uniloc also maintains a placed of business at 102 N. College, Suite 603, Tyler, Texas 75702.

2. Uniloc Luxembourg S.A. (“Uniloc Luxembourg”) is a Luxembourg public limited liability company having a principal place of business at 15, Rue Edward Steichen, 4th Floor, L-2540, Luxembourg (R.C.S. Luxembourg B159161).

3. Uniloc has researched, developed, manufactured and licensed information security technology solutions, platforms and frameworks, including solutions for securing software applications and digital content. Uniloc Luxembourg has been awarded and owns a number of patents. Uniloc’s technologies enable, for example, software and content publishers

to distribute and sell their valuable technologies securely and with a minimum burden to their legitimate and authorized end users. Uniloc's technologies are used in several markets, including property rights management and critical infrastructure security.

4. Upon information and belief, Code 42 is a Delaware corporation having a principal place of business at 1 SE Main Street, Suite 400, Minneapolis, Minnesota 55414 and does business in Texas and the judicial Eastern District of Texas. Code 42 may be served with process through its registered agent in Texas, CT Corporation System, 1999 Bryan Street, Suite 900, Dallas, Texas 75201.

JURISDICTION AND VENUE

5. Uniloc brings this action for patent infringement under the patent laws of the United States, 35 U.S.C. § 271 *et seq.* This Court has subject matter jurisdiction pursuant to 28 U.S.C. §§ 1331, 1338(a) and 1367.

6. Venue is proper in this judicial district pursuant to 28 U.S.C. §§ 1391(c) and 1400(b). Upon information and belief, Code 42 is deemed to reside in this judicial district, has committed acts of infringement in this judicial district, has purposely transacted business involving the accused products in this judicial district and/or has a regular and established place of business in this judicial district.

7. Code 42 is subject to this Court's jurisdiction pursuant to due process and/or the Texas Long Arm Statute due at least to its substantial business in this State and judicial district, including: (A) at least part of its past infringing activities, and (B) regularly doing or soliciting business, engaging in persistent conduct and/or deriving substantial revenue from goods and services provided to customers in Texas.

COUNT I (INFRINGEMENT OF U.S. PATENT NO. 7,024,696)

8. Uniloc incorporates paragraphs 1-7 above by reference.

9. Uniloc Luxembourg is the owner, by assignment, of U.S. Patent No. 7,024,696 (“the ‘696 Patent”), entitled METHOD AND SYSTEM FOR PREVENTION OF PIRACY OF A GIVEN SOFTWARE APPLICATION VIA A COMMUNICATIONS NETWORK that issued on April 4, 2006. A true and correct copy of the ‘696 Patent is attached as Exhibit A hereto.

10. Uniloc USA is the exclusive licensee of the ‘696 Patent with ownership of all substantial rights therein, including the right to grant sublicenses, to exclude others, and to enforce, sue and recover past damages for the infringement thereof.

11. Upon information and belief, the following describes, at least in part, the End User License Agreement for Code 42’s CrashPlan and Crashplan For Home software:

b. NON-EVALUATION GRANT OF LICENSE. Conditioned upon compliance with the terms and conditions of this Agreement, Code 42 grants to you a nonexclusive and nontransferable license to use those Code 42 Products and Services that you have validly licensed and subscribed to use, along with their related Documentation. For CrashPlan, Crash Plan+ and CrashPlan+ Unlimited, you may only use a single copy of the applicable CrashPlan Software you license on one Device at a time; however, you are allowed to transfer each license of CrashPlan Software from one Device to another Device so long as you do not abuse this privilege (e.g., repeated transfers of the CrashPlan Software for the purpose of backing up multiple Devices without the purchase of multiple licenses or multiple transfers in any thirty (30) day period). What actions constitute an abuse of this policy is the sole discretion of Code 42. For CrashPlan+ Family you may use the CrashPlan Software on up to ten (10) Devices.

12. Upon information and belief, the following describes, at least in part, the Requirements for Code 42’s CrashPlan software:

OS	Hardware	Software
Windows ¹	<ul style="list-style-type: none"> • 1 GHZ+ CPU • 1 GB Memory • 250 MB free drive space 	<ul style="list-style-type: none"> • XP, Vista, Windows 7, Windows 8 in desktop mode, Server 2003/2008/2012 (excludes Windows Server Essentials, Windows Small Business Server, and Windows Home Server) • Java version 6.7 (packaged with CrashPlan app)
Mac	<ul style="list-style-type: none"> • 1 GHZ+ 64-bit Intel CPU • 1 GB Memory • 250 MB free drive space 	<ul style="list-style-type: none"> • Mac OS X 10.5–10.9 See end-of-support details for Mac OS X v10.5. • Java version 6.7

13. Upon information and belief, the following describes, at least in part, adding subscriptions for the use of Code 42's CrashPlan software:

Replace Your CrashPlan Central Archive

If you have an individual subscription, and you wish to **delete** your existing CrashPlan Central backup archive for the original computer and start over on your new computer, you can simply [apply your license](#) to the new computer. When you transfer the license key to a new computer, the CrashPlan app on the original computer will revert to the free version of CrashPlan for Home; archives for folder and computer-to-computer destinations on the original computer remain intact.

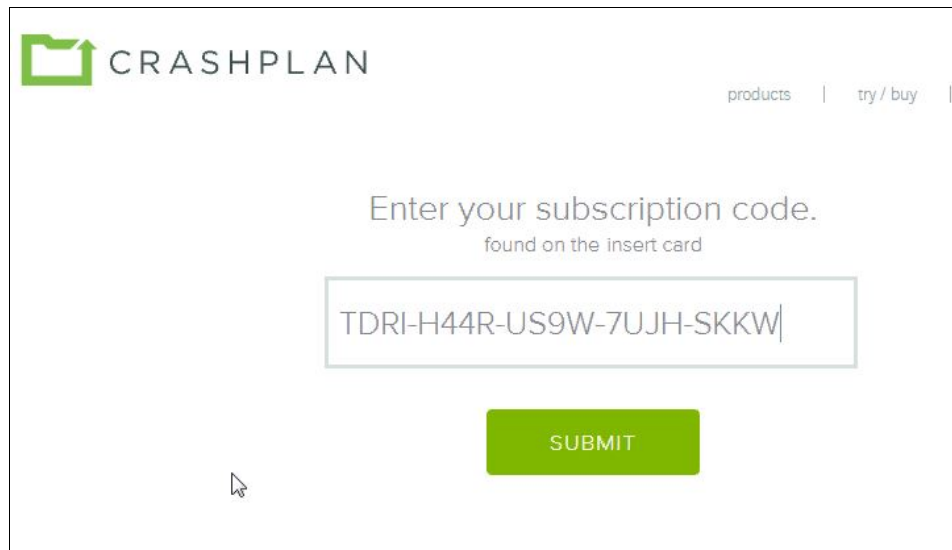
14. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:



15. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:

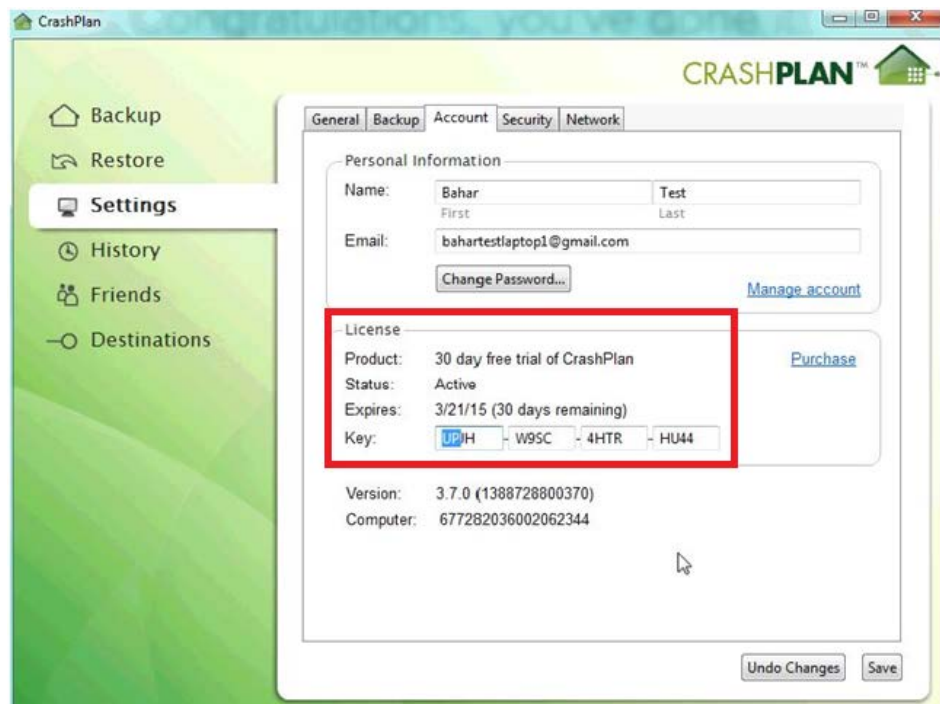
d. CODE 42 PRODUCTS' LICENSE KEY. Code 42 Products may require activation via a license key. Code 42 Products and Services requiring activation by a license key will require an Internet connect to complete activation. Activation via a license key will result in the computer installed with Code 42 Products and Services to transmit the license key to Code 42 via the Internet for activation of the Code 42 Products and Services.

16. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:



The image shows a web browser window displaying the CrashPlan website. The header features the CrashPlan logo on the left and navigation links for 'products' and 'try / buy' on the right. The main content area prompts the user to 'Enter your subscription code. found on the insert card'. A text input field contains the code 'TDRI-H44R-US9W-7UJH-SKKW'. Below the input field is a green 'SUBMIT' button.

17. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:

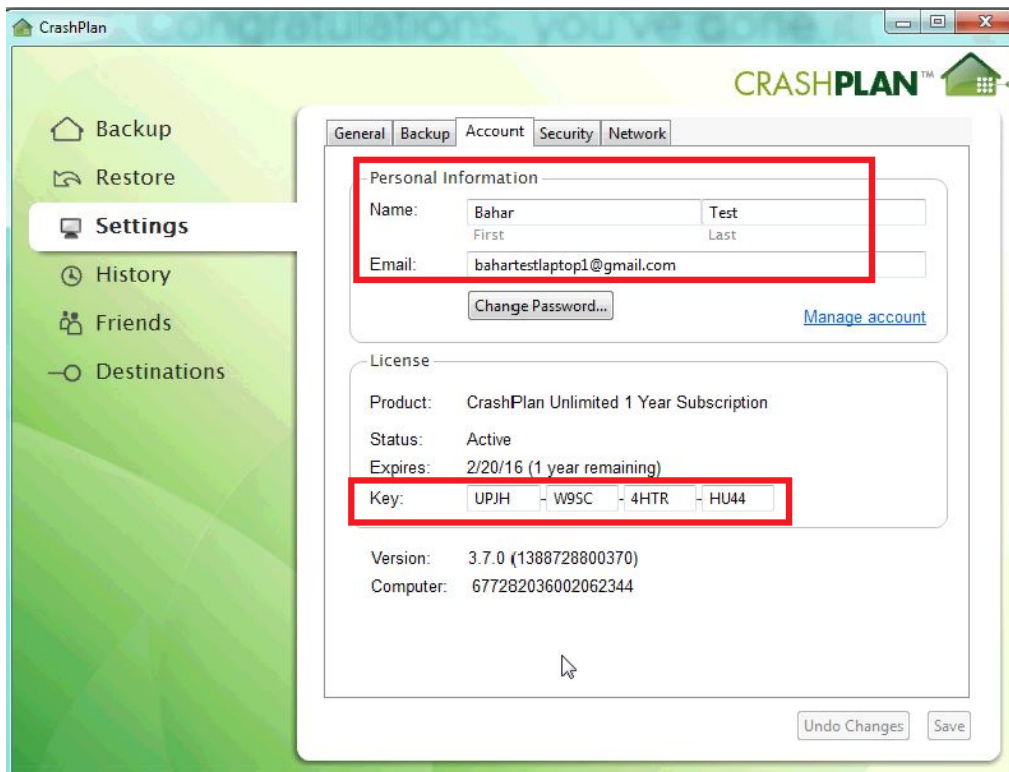


The image shows a screenshot of the CrashPlan software's 'Settings' window. The 'Account' tab is selected, displaying 'Personal Information' and 'License' sections. The 'License' section is highlighted with a red rectangle and contains the following details:

License			
Product:	30 day free trial of CrashPlan		
Status:	Active		
Expires:	3/21/15 (30 days remaining)		
Key:	UPJH	W9SC	4HTR HU44

Below the license information, the 'Version' is listed as 3.7.0 (1388728800370) and the 'Computer' ID is 677282036002062344. The window includes a left sidebar with navigation options (Backup, Restore, Settings, History, Friends, Destinations) and a bottom right area with 'Undo Changes' and 'Save' buttons.

18. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:



19. Upon information and belief, the following describes, at least in part, the Code 42 CrashPlan software activation process:

My Subscriptions					
Computer Name	License	Remaining	Auto Renew	License Key	Actions
TESTINGSERVER2	CrashPlan Trial	25.1 days	03/21/2015	S9HU-RKC4-842S-98T8	
TESTINGSERVER4	CrashPlan Trial	25.1 days	03/21/2015	S9HU-RKC4-842S-98T8	Subscribe
TESTINGCLIENT1	CrashPlan Unlimited 1YR	1 year	02/20/2016	UPJH-W9SC-4HTR-HU44	Extend Cancel

20. Code 42 has directly infringed one or more claims of the '696 Patent in this judicial district and elsewhere in Texas, including at least claim 1, either literally or under the doctrine of equivalents, by or through making, using, importing, offering for sale and/or selling software that implements piracy prevention technology including, without limitation, CrashPlan, CrashPlan + and CrashPlan+ Unlimited.

21. Code 42 may have infringed the '696 Patent through other software utilizing the same or reasonably similar activation functionality, including other versions of the CrashPlan software. Uniloc reserves the right to discover and pursue all such additional infringing software. For the avoidance of doubt, the CrashPlan, CrashPlan + and CrashPlan+ Unlimited software is identified for exemplary purposes and in no way limits the discovery and infringement allegations against Code 42 concerning other software that incorporated the same or reasonably similar activation functionality.

22. Uniloc has been damaged, reparably and irreparably, by Code 42's infringement of the '696 Patent and such damage will continue unless and until Code 42 is enjoined.

23. Uniloc has entered into a Patent License, Release and Settlement Agreement with Flexera Software LLC ("Flexera"). Uniloc is not alleging infringement of the '696 Patent based on any product, software, system, method or service provided by Flexera Software LLC or any Flexera Predecessor ("Flexera Products"). For the purposes of this action, a Flexera Predecessor is any predecessor business owned or controlled by Flexera, including, but not limited to, C-Dilla Limited, GLOBEtrotter Software, Inc., InstallShield Software Corporation, Flexera Holding LLC, Flex co Holding Company, Inc., Flexera Software Inc., Acresso Software Inc., Intraware, Inc., Managesoft Corporation, HONICO Software GmbH, LinkRight Software L.L.C., and Logiknet, Inc. (d/b/a SCCM Expert) and only to the extent of, and limited to, the specific

business, technologies and products acquired by Flexera from each of them, and Macrovision Corporation (renamed Rovi Solutions Corporation in July 2009) only to the extent of, and limited to, the specific business, technologies and products acquired by Flexera Holdings Company, Inc. in April 2008 (renamed Acrezzo Software Inc.), which later changed its name in October 2009 to Flexera Software LLC. For purposes of this action, Flexera Products do not include any third party products or services that provide activation, entitlement, licensing, usage monitoring and management, auditing, or registration functionality or third party products and services that are activated, licensed or registered exclusively and independently of products, software, systems, methods or services provided by Flexera or Flexera Predecessors. All allegations of past infringement against defendant(s) herein are made exclusively and independently of the authorized use of Flexera Products.

PRAYER FOR RELIEF

Uniloc requests that the Court enter judgment against Code 42 as follows:

- (A) that Code 42 has infringed the '696 Patent;
- (B) awarding Uniloc its damages suffered as a result of Code 42's infringement of the '696 Patent;
- (C) enjoining Code 42, its officers, directors, agents, servants, affiliates, employees, divisions, branches, subsidiaries and parents, and all others acting in concert or privity with it from infringing the '696 Patent pursuant to 35 U.S.C. § 283;
- (D) awarding Uniloc its costs, attorneys' fees, expenses and interest, and
- (E) granting Uniloc such other and further relief as the Court may deem just and proper.

DEMAND FOR JURY TRIAL

Uniloc hereby demands trial by jury on all issues so triable pursuant to Fed. R. Civ. P. 38.

Dated: November 20, 2015.

Respectfully submitted,

By: /s/ Craig Tadlock
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